

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE GOVERNMENT OF THE STATE OF ANDHRA PRADESH, INDIA
AND THE OHIO DEPARTMENT OF HIGHER EDUCATION**

This Memorandum of Understanding (“MOU”) is entered into by and between the Ohio Department of Higher Education (“ODHE”) whose powers and duties are specified in Ohio Revised Code §3333.04 and whose principal place of business is at 25 South Front Street, Columbus, Ohio 43215 and The Government of the State of Andhra Pradesh, India (“AP”).

WHEREAS, ODHE consists of the Chancellor of Higher Education and the Chancellor’s employees, agents and representatives and is responsible for overseeing higher education in the State of Ohio; and

WHEREAS, ODHE coordinates, develops, and advocates for policies to maximize higher education for Ohio citizens; and

WHEREAS, Ohio established the Global Reach to Engage Academic Talent initiative (“G.R.E.A.T.”) to promote the state as a postsecondary destination to high performing students globally to enhance the state’s global economic competitiveness; and

WHEREAS, a focus on international education and labor mobility provides a global context for learning, workforce training, and vital opportunities for students and workers to prepare themselves for success in a competitive global economic market; and

WHEREAS, the G.R.E.A.T. initiative emphasizes development of talent and innovation directed toward prioritized industries by designed opportunities for higher education and business to advance industry talent and innovation needs; and

WHEREAS, AP and ODHE desire to apply the G.R.E.A.T. framework to increase the exposure of each through designed opportunities with institutions of higher education in both jurisdictions and business entities operating within Ohio and/or Andhra Pradesh.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ODHE and AP (individually, a “party”; collectively the “parties”) agree as follows:

ARTICLE I: SCOPE OF WORK

Talent Development

ODHE agrees to do the following:

- Facilitate the design of opportunities to be implemented by the postsecondary institutions and businesses in Ohio to attract students from Andhra Pradesh. The opportunities for students will be in prioritized areas of study including energy, information technology, and advanced manufacturing industries.
- Inform Ohio institutions participating in the Ohio G.R.E.A.T. initiative of the process to reduce the out of state tuition surcharge.

AP agrees to do the following:

- Promote Ohio as a postsecondary destination and encourage student participation in the Ohio designed opportunities.

The Parties agree to do the following:

- Explore how Ohio's International Articulation Strategy ("OIAS") can reduce the overall cost of an undergraduate degree from an Ohio institution for a student in AP.
- Explore and encourage opportunities for AP high school students to take college courses from Ohio institutions. A dual enrollment program will provide cost savings and educational opportunities to students without leaving AP.
- Explore and encourage opportunities for student job training placements in companies operating in both jurisdictions.
- Encourage cooperation and develop exchange opportunities for students, educators, and business leaders to promote talent development and stimulate economic exchange between businesses in AP and Ohio.

Assure Quality Education Standards

The Parties agree to the following:

- Each participating college or university determines its own admission standards.

Funding

The Parties agree to the following:

- Each party will be responsible for any costs related to the activities in which it initiates under the MOU.

Evaluation

The Parties agree to the following:

- The parties will identify coordinators to oversee collaborative efforts described in this MOU.
- The coordinators will identify and encourage pairing interested students with colleges and universities in Ohio, provide guidance as needed to begin designed opportunity projects, and inform partners of available resources.
- The coordinators will assess the progress of the program implementation and write a report due on December 31, 2017, and every following December through the term of the MOU. The report will be sent to the project coordinators of each party. The report may propose changes and improvements as the coordinators deem necessary.

Ohio Department of Higher Education
Attn: General Counsel
25 S. Front Street
Columbus, OH 43215
Facsimile: (614) 466-5866

ARTICLE XI: SUCCESSORS AND ASSIGNS

Neither this Contract, nor any rights, duties, nor obligations hereunder may be assigned or transferred in whole or in part by AP without the prior written consent of ODHE.

ARTICLE XII: HEADINGS

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

THE GOVERNMENT OF THE STATE OF ANDHRA PRADESH, INDIA

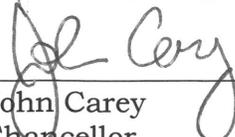
By: 
Ganta Srinivasarao
Cabinet Minister of Human
Resources Development

Date 17/11/2016

By: 
Adityanathdas
Principal Secretary
Education

Date 17/11/2016

THE OHIO DEPARTMENT OF HIGHER EDUCATION

By: 
John Carey
Chancellor

Date November 17, 2016

ARTICLE II: TERM OF THE MOU

The period of performance for the MOU is November 17, 2016 through December 31, 2021, or until the MOU is terminated pursuant to the terms contained herein, whichever event occurs first.

ARTICLE III: TERMINATION

This MOU may be terminated only as follows:

- 1) By ODHE without cause upon 30 day written notice to AP.
- 2) By mutual consent of the parties.

ARTICLE IV: COMPLIANCE WITH LAW

AP agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the work hereunder. AP acknowledges that its employees are not employees of ODHE.

ARTICLE V: AMENDMENTS OR MODIFICATION

No amendment or modification of this MOU shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

ARTICLE VI: ENTIRE MOU

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

ARTICLE VII: SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

ARTICLE VIII: WAIVER

The waiver, or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ARTICLE IX: GOVERNING LAW

This MOU shall be construed under and in accordance with the laws of the State of Ohio.

ARTICLE X: NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

Ganta Srinvasarao
Cabinet Minister of Human Resources Development
The State of Andhra Pradesh, India
Email: min_hrd@ap.gov.in